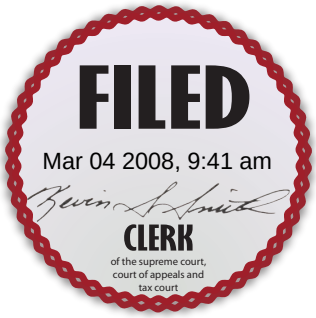


APPELLANT PRO SE:

**MICHAEL E. WETZEL**
Evansville, Indiana

# IN THE
# COURT OF APPEALS OF INDIANA

| | | |
|---|---|---|
| MICHAEL E. WETZEL, | ) | |
| | ) | |
| Appellant, | ) | |
| | ) | |
| vs. | ) | No. 82A05-0710-CV-575 |
| | ) | |
| JUDITH ANN FERGUSON, | ) | |
| | ) | |
| Appellee. | ) | |

APPEAL FROM THE VANDERBURGH SUPERIOR COURT
The Honorable Jill Marcrum, Judge
Cause No. 82D06-0705-SC-4375
Cause No. 82D06-0705-SC-4976

**March 4, 2008**

**MEMORANDUM DECISION - NOT FOR PUBLICATION**

**DARDEN, Judge**

## STATEMENT OF THE CASE

Michael E. Wetzel brings this pro se appeal of two small claims court judgments. We affirm.

## FACTS

On May 14, 2007, Wetzel filed a statement of claim with the small claims court, asking judgment against the Trust of Edwin J. Bumb, Judith Ann Ferguson, Successor Trustee, ("The Trust") in the amount of $5,000.00. On May 31, 2007, Wetzel filed a second claim asking judgment against the Trust in the amount of $1,050.00.

At the bench trial on July 25, 2007, Wetzel explained that he sought $5,000.00 for the Trust's breach of a contract to pay him $1,000.00, and his loss of $4,000.00 in personal property when he was forced to move from his residence. Evidence was heard that on September 22, 2005, the Trust had been granted a judgment of eviction and writ of possession as to the premises occupied by Wetzel; that he was ordered to vacate the premises by October 10, 2005, but had been allowed additional time therefor; and that Ferguson (Bumb's daughter and Wetzel's mother) had at the time of the September order offered to personally advance Wetzel some money to use for his moving expenses. Evidence was also heard that such funds had been advanced to Wetzel, and that after he had completed moving in mid-October, various possessions (consisting primarily of assorted automobile parts) were left on the premises. Finally, the trial court admitted evidence from the attorney hired to administer the Trust establishing that Wetzel had received the $10,000.00 inheritance the Trust had specified for him as a beneficiary thereof.

Wetzel acknowledged that he had no evidence to support his contention that there was a "contract" whereby he would be paid $1,000.00. He acknowledged having left various items on the premises but asserted that these had value and, therefore, the Trust should pay $4,000.00 in damages for their retention.

As to his claim for $1,050.00, Wetzel explained that after being forced to vacate the premises in mid-October of 2005, Wetzel was entitled to damages in that amount because he had paid rent through mid-January of 2006. Wetzel asserted that on January 13, 2005, he had paid in cash a lump sum for rent of the premises until January 13, 2006, at a rate of $150.00 monthly. He admitted that he had no evidence of this, or "that [he] had a lease," (Tr. 37), and he was unable to state what the amount necessary to pay for twelve months' rent at $150.00 per month was. The attorney who had represented the Trust at the September 2005 ejectment hearing testified that at that time Wetzel "never one time raised the issue that [he] prepaid rent," and that he had understood that Bumb "was letting [Wetzel] live there free." (Tr. 51).

The trial court then announced its rulings. It held that any "issue about you prepaying rent . . . was an issue to be taken up at that September hearing" in 2005. (Tr. 55).[1] It further held that evidence established Ferguson's offer to advance funds to Wetzel had been honored, with Wetzel receiving those funds, and noted that "for there to be a contract there has to be consideration, you have to give up something," and that Wetzel provided "no consideration." (Tr. 58, 59). The trial court also held that whatever

[1] Wetzel did not appeal the judgment in that matter.

possessions Wetzel had left on the premises were "abandoned," that he had "abandoned those things." (Tr. 57, 58). It "found against [Wetzel] on both claims." (Tr. 58).

DECISION

As an issue, Wetzel presents his desire to have "a second court[']s opinion on whether the trial court judge[']s opinion was erroneous," noting that he has "a group of paperwork that could possibly get a different verdict from another court."[2] Wetzel's Br. at 1. His contention fails to take into account our standard of appeal.

When we review a general judgment, we "must presume that the trial court correctly followed the law." *Perdue Farms, Inc. v. Pryor*, 683 N.E.2d 239, 240 (Ind. 1997). Further, the evidence "must positively require the conclusion contended for by [the] appellant before there is a basis for reversal." *Zambrana v. Armenta*, 819 N.E.2d 881, 886 (Ind. Ct. App. 2004), *trans. denied*. As the appellant, Wetzel "bears the burden of showing reversible error," based on the record of the instant proceedings, and "all presumptions are in favor of the trial court's judgment." *Marion-Adams School Corp. v. Boone*, 840 N.E.2d. 462, 468 (Ind. Ct. App. 2006). It is not this court's duty to develop a party's contentions on appeal. *Jenkins v. State*, 809 N.E.2d 361, 372 (Ind. Ct. App. 2004).

Wetzel's brief fails to present cogent arguments with supporting legal authority to establish trial court error. Therefore, Wetzel has failed to carry his appellate burden.

Affirmed.

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[2] Some of Wetzel's "paperwork" is from other legal proceedings and not part of the record in this matter. Numerous other materials in his Appendix were also not admitted into evidence in this matter.

BAKER, C.J., and BRADFORD, J., concur.